

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

**Asbestos Worker, Heat & Frost Insulator:
Hazardous Material Handler Mechanic**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO,
SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES



INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ALLIED WORKERS

Local No. 5 City Azusa State California
Address 670 E. Foothill Blvd., Unit 2 91702-2628

June 24, 2009

Re: Collective Bargaining Agreement

Eric Fults,
Western Insulation Contractor Association (WICA)
1375 S. Acacia Ave., Ste A
Fullerton, CA 92831

Dear Eric:

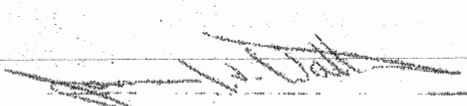
The members of Heat and Frost Insulators Local 5 voted and agreed to extend the Basic Agreement for one additional year. The Agreement originally expired on September 28, 2008, it was extended to June 28, 2009.

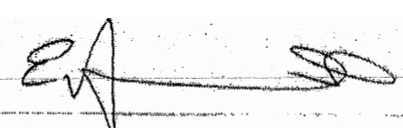
If agreed by WICA, the Basic Agreement will be extended one additional year, changing the expiration date to June 28, 2010.

By signing below, WICA agrees to the extension of the Agreement.

Thank you,

Agreed:


James W. Watkins,
Business Manager, Local 5


Eric Fults,
WICA President

**BASIC
AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA CHAPTER,
WESTERN INSULATION CONTRACTORS ASSOCIATION**

AND

**LOCAL NO. 5,
INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS**

**EFFECTIVE AUGUST 2, 2004
TO SEPTEMBER 28, 2008**

RECEIVED
Department of Industrial Relations

DEC 07 2004

Div. of Labor Statistics & Research
Chief's Office

ARTICLE XV
Shipyard Work

Shipyard work is only referred to by reference and the actual terms and conditions will be found within the Shipyard Addendum See APPENDIX E

ARTICLE XVI
Maintenance

Maintenance work is only referred to by reference and the actual terms and conditions will be found within the Maintenance Addendum See APPENDIX F

ARTICLE XVII
Firestop

Firestop work is only referred to by reference and the actual terms and conditions will be found within the Firestop Addendum See APPENDIX G

APPENDIX F

3-5-3

MAINTENANCE ADDENDUM AGREEMENT

Southern California Chapter
Western Insulation
Contractors Association
and
Local No.5
International Association of
Heat and Frost Insulators
and Asbestos Workers

August 2, 2004
to
September 28, 2008

**SOUTHERN CALIFORNIA CHAPTER
WESTERN INSULATION
CONTRACTORS ASSOCIATION
and
LOCAL NO.5
INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS
MAINTENANCE AGREEMENT
August 2, 2004
to
September 28, 2008**

This Maintenance Agreement (hereinafter called the "Agreement"), having been the subject of negotiations between a committee appointed by Southern California Chapter, Western Insulation Contractors Association (hereinafter called the "Association") and International Association of Heat and Frost Insulators and Asbestos Workers, Local No.5 of Los Angeles, California (hereinafter called the "Union"), is now made and entered into this _____ day of _____, 20____, by and between _____ (Insert name of individual employer, hereinafter called the "Employer") and the Union.

By entering into this Maintenance Agreement, each Employer shall be bound by this Agreement and further agrees to be bound to each and every provision of the Basic Agreement.

Section I (a)
WORK COVERED

1. This Agreement covers the terms and conditions of employment of all employees working in San Luis Obispo, Kern, San Bernardino, Ventura, Santa Barbara, Los Angeles, Riverside, Orange, San Diego, Imperial and Inyo Counties, and engaged in asbestos abatement, hazardous waste cleanup and/or stabilization, insulation maintenance, manufacturing, foam application, shipyard and oil field work.

The Employer further agrees that on all operations outside of the chartered territory of the Union he will abide by the rates of pay, rules and working conditions established by a local collective bargaining agreement between the local insulation contractors and the local union in that jurisdiction.

2. Insulation maintenance is defined as any industrial or marine insulation work consisting of renovation, repair or maintenance character on Mechanical Systems, including piping, ducts, breechings, and processing and manufacturing systems. For the purpose of this Agreement the following definitions shall apply:

Maintenance: Maintenance shall be defined as any work performed of renovation, repair or a maintenance character within the limits of any individual property.

Repair: The word repair as used in this Agreement and in connection with maintenance is work required to restore, by replacement or by revamp, existing facilities to an efficient operating condition.

Renovation: The word renovation used in this Agreement and in connection with maintenance, is work required to restore, by replacement or by revamp, existing facilities to an efficient operating condition.

3. Manufacturing is defined as non-job site and fabrication of insulation materials, performed at the Employers regular place of business.
4. Oil Field work is defined as insulation of piping and equipment which relates to or concerns the production or extraction of oil, including extraction piping, gathering lines and related vessels.
5. New construction work that is related to the refining of oil is excluded from this Agreement. Such work shall be performed under the terms of the Basic Agreement.
6. Spray foam application is defined as preparation of piping and/or equipment and the application of insulation foam and coating materials incidental to foam systems when applied by machine, including new construction and maintenance. For purposes of this Agreement foam application does not include poured foam or R.T.V. type foam used in new construction.
7. Shipyard work is defined as insulation of piping and equipment as needed on all ships.
8. This Agreement does not cover new construction work except for oil field work and spray foam application, as described in paragraphs 4 and 6 above.

**AMENDMENT DATED SEPTEMBER 7, 2006
TO SECOND AGREEMENT TO EXTEND MEMORANDA OF
UNDERSTANDING AND AGREEMENT TO INCREASE CONTRIBUTIONS**

The WESTERN INSULATION CONTRACTORS ASSOCIATION CENTRAL LABOR COMMITTEE and WESTERN STATES CONFERENCE OF ASBESTOS WORKERS agree to amend the Second Agreement to Extend Memoranda of Understanding and Agreement to Increase Contributions (the "Agreement", a copy of which is attached and incorporated by reference) as follows:

The contribution to the Define Benefit Pension for the period January 1, 2007 until December 31, 2009 shall be as follows:

| Begin Date | Current Hourly Contribution Rate | Wage Reallocation | Employer Contributions | New Hourly Contribution Rate |
|-----------------|----------------------------------|-------------------|------------------------|------------------------------|
| January 1, 2007 | \$2.36 | \$0.40 | \$0.20 | \$2.96 |
| January 1, 2008 | \$2.96 | \$0.40 | \$0.20 | \$3.56 |
| January 1, 2009 | \$3.56 | \$0.40 | \$0.20 | \$4.16 |

The increases shall be paid for by a reallocation and deduction from the current wage package and new employer contributions.

**WESTERN INSULATION
CONTRACTORS ASSOCIATION
CENTRAL LABOR COMMITTEE**

WESTERN STATES CONFERENCE OF
ASBESTOS WORKERS

San Francisco
John W.
John W.
Ted B. W.